



**FEDERAL ACQUISITION SERVICE
Authorized Federal Supply Schedule Price List
Schedule FSC Group 36**

GENERAL INFORMATION FOR ORDERING

Contract Number: GS-25F-0037M

Effective: October 1, 2007 – March 28, 2012

INFORMATION FOR ORDERING ACTIVITIES

AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage, a menu-driven database system. The INTERNET address for GSA Advantage is: GSAAAdvantage.gov.

SHARP ELECTRONICS CORPORATION ADDRESS

SHARP ELECTRONICS CORPORATION

One Sharp Plaza, Box Q
Mahwah, NJ 07430-2135

E-mail: SNAPCustomerService@sharpsec.com

Phone: (201) 529-8932

Fax: (201) 512-2075

SHARP ELECTRONICS CORPORATION – WEB ACCESS

www.sharppusa.com/government

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS

Item 51-55	Rental of copier/printers, printers, accessories, conversion to purchase
Item 51-57	Maintenance
Item 51-58	Lease to Ownership
Item 51-100	Copier/Printer and Accessory purchases
Item 51-101-2	Copier/Printer supplies

1b. Not Applicable

1c. Not Applicable

2. MAXIMUM ORDER

The Contractor is not obligated to honor any order for a combination of items in excess of:

ITEM NUMBER/SIN	MAXIMUM ORDER
* For Services	\$1,000,000
All Other SINS	\$350,000

* Services include 51 501, 51 503, 51 504, 51 505, 51 506, 51 507, 51 508, 51 509, 733 1, 733 2, 733 3, 733 4, 733 5 and 733 6

The Contractor shall honor any order exceeding the maximum orders, unless that order (or orders) is returned to the ordering office within 5 workdays after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

The Contractor shall honor any purchase card orders exceeding the maximum orders unless that order (or orders) is returned to the ordering office within 24 hours after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

3. **MINIMUM ORDER**

When the Government requires supplies or services covered by this contract in an amount less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract.

4. **GEOGRAPHIC COVERAGE**

The area of delivery in the price list is limited to the 48 contiguous states, District of Columbia, Hawaii, Alaska and Puerto Rico. Sharp Electronics Corporation (SHARP) reserves the right to reject orders requiring delivery, installation, or service in an area beyond a 50-mile radius of SHARP sales and service location by giving the ordering office notice of such rejection within 7 working days after receipt of the order. Customer will be responsible for the expenses necessitated for special rigging. Sharp will bill the customer on an open market basis for special rigging.

5. **POINTS OF PRODUCTION**

All Sharp copiers are manufactured in Japan by Sharp Corporation.

6. **DISCOUNTS FROM LIST PRICE (NET PRICE)**

All prices shown herein are net (discount deducted) from the Commercial list price.

7. **QUANTITY DISCOUNTS**

All quantity discounts are stated in this Price List.

8. **PROMPT PAYMENT TERMS**

Prompt payment discount: None. Payment Terms: Net 30 Days.

9a. **CREDIT CARD TRANSACTIONS**

Sharp will accept Government credit card transactions at or below the micro-purchase threshold within the authorized territories of the following Sharp Electronics locations:

Sharp Headquarters: (800) 813-6127
DC Area: (703) 313-9400

Discount for payment by commercial credit card: NONE.

9b. **CREDIT CARD TRANSACTIONS**

Sharp will accept Government credit card transactions above the micro-purchase threshold within the authorized territories.

10. **FOREIGN ITEMS**

All foreign items manufactured in Japan.

11a. **TIME OF DELIVERY**

Delivery of each item offered herein will be made within 45 days after receipt of order.

11b. **EXPEDITED DELIVERY**

Not applicable.

11c. **OVERNIGHT AND 2 DAY DELIVERY**

Not applicable.

11d. **URGENT REQUIREMENTS**

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing). If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

12. **F.O.B. DESTINATION**

All prices shown in the Price List are based on F.O.B. destination to the 48 contiguous states and the District of Columbia. Prices are F.O.B. destination to the port of embarkation within the 48 contiguous states and Washington DC, when the ultimate destination is within Zone 2 (Alaska, Hawaii and Puerto Rico). For Shipment to Alaska, Hawaii and Puerto Rico, the Government can select one (1) of two (2) options, which must be clearly indicated on the purchase order, as follows:

- A. The item will be shipped to the port of embarkation within the 48 contiguous states and Washington, DC as indicated on the purchase order. The Government will then be responsible for shipping the product from the designated port of embarkation to the using agency.

- B. The item will be shipped to the using agency directly by Sharp Electronics. Sharp will prepay the freight and bill the using agency the exact shipping cost. The Government purchase order will indicate that freight is to be prepaid by Sharp and billed to the Government.

13a. ORDERING ADDRESS

* ALL PURCHASE ORDERS MUST REFERENCE CONTRACT NO. GS-25F-0037M*

All orders placed under the contract must be issued to Sharp Electronics Corporation, as follows:

Sharp Electronics Corporation

c/o Local Authorized Dealer (insert name)

Phone (201) 529-8932

Sharp Plaza

Attn: Government Sales, Box Q

Mahwah, NJ 07430

Fax (800) 245-2815

Inquiries regarding order status should be directed to: (800) 813-6127

13b. ORDERING PROCEDURES

To place an order through one of the Sharp Authorized Dealers, the order must be forwarded directly to Sharp Electronics Corporation at the address listed above, but issued to Sharp c/o Authorized Dealer's name so that Sharp can properly utilize the desired Dealer for installation or provision of services. No deviation from the terms (pricing, discount, warranty, etc.) specified in this schedule is authorized. Any prices or terms other than as stated herein are Open Market and this contract number MAY NOT be used.

14. PAYMENT ADDRESS

Invoices will only be issued by Sharp Electronics Corporation, and payment therefore shall be made only to Sharp Electronics Corporation. Each invoice is payable Net 30 days from the date the invoice is received by the office specified in the order. Note, for LTOP and Operating Leases, the Payment Address will be provided at the time of order placement and shall be one of the two locations indicated below:

For Purchase:

Sharp Electronics Corporation

Dept. LA 21173

Pasadena, CA 91185-1173

Cage Code: 0BDN7

DUNS Number: 00-181-8012

Contractor's Tax Identification No.: 13-1968872

Business Size: Large

For Lease / Rental Plans:

Sharp Electronics Corporation

Dept. CH 14272

Palatine, IL 60055-4272

Cage Code: 5TWP1

DUNS Number: 00-181-8012-1251

Contractors Tax Identification No.: 13-1968872

Business Size: Large

For Lease / Rental Plans:

Sharp Electronics Corporation (Wells Fargo)

P.O. Box 6434

Carol Stream, IL 60197-6434

Cage Code: 5EEU4

DUNS Number: 00-181-8012-1250

Contractor's Tax Identification No.: 13-1968872

Business Size: Large

For Lease / Rental Plans - RENEWALS ONLY

Sharp Electronics Corporation (GE)

P.O Box 642333

Pittsburgh, PA 15264-2333

Cage Code: 3DJ41

DUNS Number: 00-181-8012-1234

Contractors Tax Identification No.: 13-1968872

Business Size: Large

For Lease / Rental Plans - RENEWALS ONLY

Sharp Electronics Corporation (CIT)

21719 Network Place

Chicago, IL 60673-1217

Cage Code: 34QZ4

DUNS Number: 00-181-8012-1235

Contractors Tax Identification No.: 13-1968872

Business Size: Large

Sharp Electronics is registered in the Department of Defense Central Contractor Registration (CCR) database.

15. EQUIPMENT PURCHASE LIMITED WARRANTY

Sharp Electronics Corporation (Contractor) guarantees its equipment for a period of ninety (90) days from date of delivery. During the guarantee period, all broken or defective parts (except consumable parts), not caused by accident or misuse, shall be replaced at the Contractor's expense, including labor, parts and transportation cost. Considered consumable parts are masters, heater rollers, toner, developer, paper, etc. Necessary adjustments of equipment, not occasioned by accident or misuse, shall be made by the Contractor at his expense during that ninety (90) day period.

16. EXPORT PACKAGING CHARGES

Export packaging is available on all Sharp copiers at standard commercial rates on an Open Market basis.

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CREDIT CARD ACCEPTANCE

Credit card orders are accepted for Purchase, lease and rental. All credit card orders must include the following information:

- Credit card number
- Expiration date
- Type of card (VISA, MasterCard, etc.)
- Name and telephone number of cardholder

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE AND REPAIR (IF APPLICABLE)

Note: For the convenience of the customer, the contractor may bundle Rental, Leasing, LTOP, CPC, FRMF as a single plan, only if these plans have been awarded under contract. Also, maintenance and consumable supplies may be offered as a solution to the customer.

Liability

While rental equipment is in the possession of the Government, the contractor shall assume all responsibility for loss or damage to the equipment, except for loss or damage caused by the negligence or willful act of the Government.

- A. RENTAL PRICES: Sharp Rental prices include the copier, paper cassette(s), drums, heater rollers, delivery, instruction, and all necessary parts and labor for maintenance, but *do not include supplies*. Maintenance is provided during normal business hours, 8:30 A.M. - 5:00 P.M., Monday through Friday, except holidays. Rental prices *do not* include the cost of parts and labor necessitated by accident, misuse, or negligence by the customer.

Sharp copiers furnished for rental will be in good working order and either new or reconditioned at the option of Sharp Electronics Corporation. The Sharp copiers placed on rental with the customer remain the property of Sharp Electronics Corporation. The customer agrees not to make any alteration of the copier and not to move or remove the copier from the original installation address without prior written approval. The Contractor shall be responsible for the risk of loss or damage to the rental Equipment during periods of manufacture, transportation and delivery up to the Acceptance Date. As of the Acceptance Date, the Government shall be responsible for risk of loss or damage to the rental Equipment except for (i) normal wear and tear, and (ii) loss or damage caused by the negligence of the Contractor, its agents, subcontractors or employees that would be repaired or replaced at the Contractor's expense.

- B. RENTAL CHARGES: Rental charges shall be computed on the basis of thirty (30) days a month. Charges for fractional parts of a calendar month are to be computed at the rate of 1/30th of the monthly charge for each day the equipment is installed ready for use. **(The Agency purchase order must clearly indicate rental term)**

- C. INSTALLATION CHARGE: Rental equipment shall be delivered to the using activity, installed and removed by the contractor or the contractor's authorized representative at no cost to the Government. An installation charge may be incurred, if such charges are the offeror's commercial practice and are negotiated and accepted by the Government. No removal charges will be accepted.

Removal of rental equipment by the contractor or the contractor's authorized representative shall be completed within thirty (30) days after expiration of the rental agreement or within thirty (30) days after the date of the Government document that terminates the rental agreement. Equipment which has not been removed by the contractor or the contractor's authorized representative within these time frames may be disposed of in a manner the using activity deems appropriate. Recovery of the equipment (if possible) from the Government's disposal site will be at no cost to the Government. The contractor shall reimburse any costs incurred by the Government in disposal of the Government's property.

NOTE: The following provisions shall be addressed in the approved Government pricelist.

- D. SERVICE AREA: Rental pricing is based upon installation within fifty (50) miles from the servicing dealer location. The install charge for installations over fifty (50) miles will be on an "open market" basis. Service and repair of Sharp equipment will be performed by Sharp authorized dealers and branch offices as listed in this Price List.
- E. RESPONSE TO SERVICE CALLS: During normal working hours (as specified by the using activity), Monday through Friday (excluding holidays observed by the Government), the contractor shall respond to verbal or written requests for service calls. The contractor shall repair the rental equipment within either nine (9) working hours or sixteen (16) working

hours (as specified by the using activity) after the verbal or written request for the service call. The contractor' response time on a service call starts, when authorized personnel of an ordering activity place a verbal request to the contractor for a service call or a written request is received by the contractor requesting a service call, whichever is earlier.

- F. BACKUP AND REPLACEMENT EQUIPMENT: The contractor shall have backup and replacement rental equipment available. When rental equipment cannot be repaired within sixteen (16) working hours, the ordering activity may require the contractor to provide backup rental equipment. The contractor shall deliver backup rental equipment within nine (9) working hours of the ordering activity's notifying the contractor that backup rental equipment is required. Backup rental equipment must equal or exceed the performance capabilities of the equipment being replaced. The contractor's charges for use of the backup rental equipment shall be identical to the charges for use of the original equipment being replaced. If the original equipment is not satisfactory repaired and returned to the ordering activity. If agreed to by the ordering activity, the backup rental equipment may be used as the replacement equipment. The contractor shall provide the ordering activity with the serial number, location, and model number of the replacement rental equipment.

Sharp will supply back-up rental equipment for critical equipment. The Government must specify at the time of acquisition the units identified as critical rental equipment. Identified critical rental equipment units may not be more than 5% of the total of rental equipment the Government user acquires under this Contract. Such critical equipment must be installed within 50 miles of the Sharp authorized service location.

- G. CREDIT (REPAIR AND MAINTENANCE RESPONSE): If repair service is not accomplished or within the specified time, the Government shall be entitled to credit against the monthly billing for that particular equipment. Credit will be unilaterally taken on the basis of 1/30th of the monthly rental rate for each day or portion of a day the equipment is not repaired or replaced.
- H. MAINTENANCE RESPONSIBILITY: Offeror's shall submit and include in their pricelist's, a list of names, addresses, and phone numbers of authorized dealers responsible to the contractor who may be contacted by ordering activities for repair and maintenance of rental equipment. Only those dealers listed may render service, unless the list is subsequently modified by mutual agreement between the contractor and the Contracting Officer, to add or delete dealers.
- I. MONTHLY EFFECTIVENESS LEVEL (MEL): Each rental equipment furnished under the resulting contract shall perform at a 95% or higher Monthly Effectiveness Level. The Monthly Effectiveness Level percentage shall be calculated as follows: $\text{Monthly Effectiveness Level percent} = (\text{total monthly production period in hours}) - (\text{total number of rental equipment downtime hours over the monthly production period}) \div (\text{total monthly production period in hours}) \times 100$. The total monthly production period in hours shall be calculated by multiplying 8 hours per day times the number of working days in the month (weekend and Federal holidays excluded). The total number of equipment downtime hours over the monthly production period shall be calculated as the number of minutes the rental equipment was down (unable to perform one or more of its specified functions) during the monthly production period, divided by 60.
- J. CREDIT (MEL): Failure of any rental equipment to achieve a Monthly Effectiveness Level of 95% or higher shall entitle the Government to unilaterally take credit against the monthly billing for that particular equipment. The credit shall be calculated as the difference between 100 percent and the achieved MEL percent times the monthly rental charge. In any month in which the Monthly Effectiveness Level is less than 95%, the Government will not be responsible for paying any charge for lack of monthly volume. If the MEL is 95% or higher, no credit will be taken by the Government.

e.g. Credit calculation: If rental equipment was down for 1200 minutes in a month which had a total monthly production of 21 days and the monthly rental charge was \$300, the Government's unilateral credit against the monthly billing would be calculated as follows:

Total monthly productions hours: 21 days times 8 hours = 168 total monthly production hours

Total number of rental equipment downtime hours over the monthly production period:
1200 minutes divided by 60 = 20 hours

MEL percent: $(168 \text{ minus } 20, \text{ divided by } 168) \times 100 = 88.095 \text{ percent}$

Credit percent taken: $100 \text{ percent minus } 88.095 \text{ percent} = 11.005 \text{ percent}$

Government credit: $11.005 \text{ percent of } \$300 = \$33.02$

Credit (Extensive Downtime)

If the Monthly Effectiveness Level is less than 90 percent for the three consecutive months, the Government reserves that right to require the contractor to replace the equipment or – terminate the order with no termination or removal charges being assessed to the Government.

- K. ORDERS: A written order shall be the only basis for rental in accordance with these terms and conditions.

- L. **PERIOD:** Orders for rental shall cover only the period of use of the equipment within the contract period. Rental charges shall commence on the next working day following that on which the equipment is installed ready to operate.
- M. **TERMINATION:** Pricing for each rental period has been developed and established based on the completion of the rental term. Should a rental be canceled by an agency prior to the end of the selected term, termination penalties will be imposed as follows:

- A. **Lack of Fiscal Funds:** No penalty
- B. **Activity Closure due to Congressional Mandate:** No penalty
- C. **Formal Reorganization Duly Authorized by the Head of the Agency:** No penalty
- D. **Any Other Discontinuance:**

The difference between the monthly rental rate for the selected rental order term and the published standard monthly rental rate which would have been paid for the term of the actual rental period, to the closest full annual rental period, multiplied by the number of months of actual rental. An exception to this is for the *one year plan* which will have a penalty of three (3) months rental rate for early termination, not to exceed a total of twelve (12) payments for the actual rental months combined with the penalty.

The following are examples of the termination charges based on the rental term:

1 Yr. Rental:

Example 1

Rental canceled in month 3 Government owes three times the 1 yr. monthly rental rate.

Example 2

Rental canceled in month 10 Government owes two times the 1 yr. monthly rental rate.

2 Yr. Rental:

Example 1

Rental canceled in month 6 Government owes the difference between 1 yr. plan and 2 yr. plan for 6 months.

Example 2

Rental canceled in month 18 Government owes the difference between 1 yr. plan and 2 yr. plan for 18 months.

3 Yr. Rental:

Example 1

Rental canceled in month 6 Government owes the difference between 1 yr. plan and 3 yr. plan for 6 months.

Example 2

Rental canceled in month 18 Government owes the difference between 1 yr. plan and 3 yr. plan for 18 months.

Example 3

Rental canceled in month 30 Government owes the difference between 2 yr. plan and 3 yr. plan for 30 months.

- N. **PURCHASE OPTION CONVERSION:** Rental charges which have been paid, or rental charges accrued and due to be paid, may be applied as credit towards the purchase price of currently installed rental equipment. The purchase price shall be the Federal Supply Schedule price prevailing at either time of the initial rental or purchase option conversion, whichever price is lower. The percentage of rental accruals to be applied towards the purchase price shall be in effect at the time of the initial rental agreement, or rental to purchase option conversion. Any accrue credits may apply against the purchase price as follows:

<u>Option Exercised In:</u>	<u>% of Paid Base Monthly Rental Charge</u>
1-3 Months	70% of months 1-3
4-6 Months	65% of months 1-6
7+ Months	60% of months 1-conversion

A maximum conversion credit will be 60% of the purchase price of the same machine, which has been on continuous and uninterrupted rental.

All equipment purchased under rental purchase option conversion must have been new and unused, or re-manufactured when initially installed. Any equipment in rental status which was not new and unused, or re-manufactured at the

beginning thereof, shall be replaced with new and unused, or re-manufactured equipment of equal or greater caliber, less all applicable rental accrual credits. When equipment in rental status to be purchased was new and unused, or re-manufactured at the beginning thereof, and its rental has been by the purchaser, no equipment replacement is necessary. At the time of purchase, the copier will be covered by the Sharp Equipment Purchase 90 Day Limited Warranty. Rental/Purchase conversion credits are applicable only to machines currently rented under G.S.A. contracts and is not transferable from one machine to another.

- O. **RENTAL RENEWALS:** Rental Renewal Purchase Orders should be issued promptly within sixty (60) days after award of new contract. Should the Government fail to send notice of renewal and the rental machine remains in the possession of the Government, the Government will be invoiced, noting the previous purchase order, and in accordance with the current GSA contract pricing, terms and conditions.

Currently installed rentals will remain at the same pricing, for renewal, as invoiced under the prior contract. This will be applicable even when the same models are available under the new contract at higher pricing. Those agencies that are required to issue a new purchase order should do so at the beginning of the new fiscal period or soon thereafter.

All rental renewals should be clearly marked as a renewal with appropriate serial # indicated.

P. **MOVEMENT OF EQUIPMENT:**

1. If the equipment is moved to geographical area not serviced by this contract, the equipment plan will be subject to cancellation and termination charges as described in L above.
2. The Government shall give at least thirty (30) days written notice of the movement of equipment, unless such move is required because of an emergency.
3. Shipment to the new installation site shall be at Government expense by padded van or airfreight. The Government may ship the equipment by Government transportation or by commercial carrier.
4. When the shipment is under the control of the contractor and damage is incurred which results in costs for either labor or parts to restore the equipment to good operating condition at the new site, such costs shall be borne by the contractor.
5. When the shipment is under the control of the Government and damage is incurred which results in costs for either labor or parts to restore the equipment to good operating condition at the new site, such costs shall be borne by the Government.

19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE)**

Installation of equipment for purchase and lease is included at no additional charge to the Government. For rentals, an installation charge will be incurred. Such charges are the offeror's commercial practice and are negotiated and accepted by the Government. No removal charges will be accepted.

Sharp Electronics Corporation (SHARP) reserves the right to reject orders requiring delivery, installation, or service in an area beyond a 50-mile radius of SHARP sales and service location by giving the ordering office notice of such rejection within 7 working days after receipt of the order. Customer will be responsible for the expenses necessitated for special rigging. Sharp will bill the customer on an open market basis for special rigging.

20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS, PRICE LIST AND ANY DISCOUNTS FROM LIST PRICES (IF APPLICABLE)**

Not applicable

20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE)**

Not applicable

21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE)**

Not applicable.

22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE)**

Included in Price List.

23. **PREVENTATIVE MAINTENANCE**

- A. **SERVICE AREAS:** Service will be provided by Sharp's authorized service representatives. For the most up to date listing of the servicing organization for your location visit the Sharp federal government web site at <http://snap.sharpsec.com>. All orders for maintenance contracts should be issued (a) directly to your local Sharp servicing dealer, or (b) to Sharp Electronics in care of your local Sharp Servicing dealer. If using option (a) the purchase order must be sent directly to the

local servicing dealer on an open market basis, and the contract number cannot be referenced on the purchase order (see sample purchase order).

B. RESPONSIBILITIES OF THE CONTRACTOR:

1. The contractor shall always be responsive to the Government's repair service needs. The contractor shall perform all repair services, which are ordered by the Government during the contract term.
2. The contractor's repair service personnel shall complete repairs as soon as possible after notification by the Government that service is required. Within the service areas, this normally should be done within nine (9) hours after notification.
3. Only new or re-manufactured standard parts shall be used in effecting repairs.
4. Repair service shall include the furnishing of such items of equipment as may be necessary to repair the equipment being serviced.
5. Guarantee. All repair work will be unconditionally guaranteed for a period of ninety (90) days.

C. MAINTENANCE PROVISIONS: Maintenance service agreement consists of preventative and repair (remedial) services. Preventative consists of those scheduled service calls necessary to maintain the equipment in first-class operating condition (e.g., cleaning, lubricating, adjusting, and replacing parts when needed). Repair (remedial) services consist of those unscheduled service calls necessary for repairs not caused by fire, water, accident, and fluctuations in electrical power or customer abuse. The Maintenance Service Agreement and Repair Service include the cost of labor, transportation, replacement/spare parts, (excluding consumable operating supplies). The greater the distance from the maintenance facility to the user's facility the higher the monthly fees. In the event the Government's equipment requires initial repair or overhaul prior to acceptance by the contractor for coverage under a maintenance service agreement, the charges for such repairs, including replacement parts and labor, and for a complete rebuilding or overhauling of Government's equipment are usually not included in the preventative service agreement.

Prior to acceptance of any equipment for maintenance, an inspection visit will be performed at no additional charge to the Government. The government will make arrangements for the contractor to perform a pre-inspection visit in order to ascertain if obvious abuse or damage exists. All equipment and maintenance inspection visits will be required through the end of the agreement. Failure to perform inspection service as stipulated in the contract (unless unlimited repairs calls are allowed) will result in a deduction of 1/12 of the yearly rate for each month of such delay. Further failure to tender emergency service within nine (9) working hours (maximum) after written or oral notification, unless otherwise stated, will be subject to a deduction of 1/30 of the monthly rate for each day the equipment is inoperative. The performance period shall begin within one week of the installation date (unless, delayed in accordance with provision entitled a delay of start of performance period and shall end when the equipment has met the standards of performance for period of thirty (30) consecutive days by operating in conformance with the contractors technical specifications and functional descriptions at an effectiveness level of 90% to 95% or more. The contractor shall grant a credit to the government for any machine that fails to perform at an effective level of 90% during any month. Any non-conformance must be corrected within 30 days of notification by the agency.

If the performance is not corrected within 60 days of written notice, the Government may terminate the agreement and request immediate removal of the equipment. The offeror shall grant a credit to the agency for any machine, which fails to perform at an effectiveness level of 90% during any month. The effectiveness level for a machine is computed by dividing the total productive time, by the sum of that time, plus machine failure downtime. The credit shall be a percentage amount of the fixed monthly maintenance charge, which is determined by subtracting the actual percentage of effectiveness level attained during the month from 90%. Example: if the effectiveness level for a machine is 87% for the month, the credit would be 3% of the fixed monthly maintenance charge; if the effectiveness level is 90% or higher, there is no credit due under this provision. It is the responsibility of the Government to prove default.

D. MOVEMENT OF EQUIPMENT:

1. In the event that equipment being maintained under the terms and conditions of this contract is moved to another location, the contractor shall continue to maintain the equipment at the new location unless such equipment is moved to geographical area not covered by this contract.
2. If the equipment is moved to geographical area not serviced by this contract, the maintenance order shall be terminated without further obligations being incurred by either the contractor or the Government.
3. The Government shall give at least thirty (30) days written notice of the movement of equipment, unless such move is required because of an emergency.
4. Shipment to the new installation site shall be at Government expense by padded van or air freight. The Government may ship the equipment by Government transportation or by commercial carrier.

5. When the shipment is under the control of the contractor and damage is incurred which results in costs for either labor or parts to restore the equipment to good operating condition at the new site, such costs shall be borne by the contractor.
6. When the shipment is under the control of the Government and damage is incurred which results in costs for either labor or parts to restore the equipment to good operating condition at the new site, such costs shall be borne by the Government.

D. **TERMINATION:** No termination charges will apply to maintenance agreements terminated at any time, upon thirty (30) days written notice to the contractor.

24a. SPECIAL ATTRIBUTES

Not applicable.

24b. SECTION 508 COMPLIANCE

AI Sharp equipment offered under this contract is Section 508 compliant.

25. DUNS Number: 00-181-8012

26. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR DATABASE)

Sharp Electronics is registered in the Department of Defense Central Contractor Registration (CCR) database.

27. SPECIAL PROVISION APPLICABLE TO LEASING LTOP (SIN 51-58) and OPERATING LEASE (SIN 51-58a)

1. STATEMENT OF GOVERNMENT INTENT

For the purpose of this solicitation, Lease Term is defined as the duration of the lease in months (not to exceed 60 months) as shown on the Ordering Agency's initial delivery order. It is understood by all parties to this contract that this is a leasing arrangement. In that regard, the Government anticipates fulfilling the leasing agreement subject to the availability of appropriated funds and the continued needs of the Ordering Agency. The Ordering Agency, upon issuance of any delivery order pursuant to Special Item Numbers (SIN's) 51 58, 51 58a or 51 58b, intends to use the equipment for the lease term specified in the initial delivery order so long as the needs of the Ordering Agency for the equipment or functionally similar equipment continues to exist and adequate funds are appropriated. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment specify the equipment being leased, and the terms of the transaction as required in other sections of SIN's 51 58, 51 58a or 51 58b. The lease commencement is the date of acceptance as defined by FAR Subpart 12.4

The first period or initial term of the leasing agreement will be through September 30th of the fiscal year in which the order is placed, or as extended by act of Congress, unless the ordering office has multi-year funding.

Ordering Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Equipment Lease or Purchase, and to review the lease terms and conditions prior to ordering and obligating funding for a lease. Ordering Agencies are responsible for the obligation of the funding consistent with fiscal law when entering into any lease arrangement.

2. ORDERING PROCEDURES

(A) Ordering Agencies are strongly encouraged to conduct a needs assessment prior to the procurement of copiers.

(B) When the Ordering Agency expresses an interest in leasing a product(s), the Ordering Agency will provide the following information to the prospective vendors:

- a. Which product(s) is (are) required.
- b. The required delivery date.
- c. The proposed term of the lease.
- d. Where the equipment will be located.
- e. Description of the intended use of the equipment.

(C) The contractor will respond with:

- (1) Whether the contractor can provide the required equipment.
- (2) The monthly payment based on the rate and the initial and residual values of the equipment.
- (3) The estimated cost, if any, of applicable State or local taxes.
- (4) A confirmation of the availability of the equipment on the required delivery date.
- (5) Extent of warranty coverage, if any, of the leased products.
- (6) Cite the cost of any mandatory maintenance as applicable.
- (7) The Termination Ceiling Charges, as applicable. (See Section 13, Early Termination Charges).

- (D) The ordering agency and contractor shall agree upon a termination ceiling charge which is established in accordance with the appropriate formula in Section 13. Early Termination Charges (See FAR Subpart 17.1)
- (E) The Contracting Officer shall insert the agreed upon termination ceiling charge for the first year in the order and modify it for successive years upon availability of funds.

3. ORDERS AND PERIOD OF LEASING ARRANGEMENTS

- (A) Lease Options:** At a minimum, Ordering Agencies placing orders for equipment under a leasing arrangement must specify on the delivery order the applicable leasing SIN under which the equipment is being leased.

51 58: Lease to Ownership Plan (LTOP) (Lease/Purchase)(Copier)

51 58A: Lease with Option to Own (Operating Lease) (Copier)

51 58B: Lease with Option to Own (Operating Lease) (All Other Products under the 36 Schedule)

- (B) Annual Year Funding.** When using annually appropriated funds when placing an order for leasing, the following applies:

- (1) Any lease executed by the Ordering Agency shall be on the basis that the known requirements exceed the remainder of the fiscal year. Due to funding constraints, however, the Ordering Agency cannot normally commit to a term longer than one fiscal year at the commencement of the lease. To facilitate the exercise of renewal options for future fiscal years, the lease term will be specified in the delivery order. All orders for leasing shall remain in effect through the Government fiscal year (or as extended by Act of Congress), or the planned expiration date of the lease, whichever is earlier, unless the Ordering Agency exercises its rights hereunder to acquire title to the equipment prior to the planned expiration date. Despite the fact that the delivery order will specify the total lease term, orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the Ordering Agency to a renewal.
- (2) All orders for leasing automatically terminate at the end of the Government fiscal year (or as extended by Act of Congress) or the contract term, whichever is earlier. However, Ordering Agencies should notify the contractor in writing thirty (30) calendar days prior to the expiration of such orders as to the Government's intent to renew. Ordering Agencies are instructed to follow the guidelines set forth in Paragraph 14 of this section with regard to termination of lease terms for non-appropriation or agency decisions not to renew. Should Ordering Agencies decide to terminate the lease prior to the expiration of the lease term under any other condition other than those set forth in Paragraph 14, early termination charges shall apply, (See Section 13, Early Termination).

- (C) Multi-Year Funding Within contract Period:** Where an Ordering Agency's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the Ordering Agency may place a schedule contract order for leasing for a period up to the expiration of its period of appropriation availability, or the expiration of the contract period whichever comes first, notwithstanding the intervening fiscal years.

- (D)** In recognition of the types of products on this Schedule and the potential adverse impact to the Government's mission, the Government's quiet and peaceful possession and unrestricted use of the equipment shall not be disturbed in the event the equipment is sold by the Contractor, or in the event of bankruptcy of the contractor, corporate dissolution of the Contractor, or other event, so long as the Government is not in default. The equipment shall remain in the possession of the Government until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased equipment by the contractor will not relieve the Contractor of its obligations to the Government, and will not change the Government's duties or increase the burdens or risks imposed on the Government.

- (E) Assignment of Claims:** In accordance with GSAR 552.232-23 Assignment of Claims under this contract, the Ordering Agency Contracting Officer may approve the assignment of claim for an order under these leasing Special Item Numbers (SINs) in accordance with FAR 32.803. Contractors cannot prohibit or otherwise limit the Government's ability to setoff lease payments under any lease or assignment of a lease.

- (F) Government Rights under Lease:** The Government does NOT waive any performance requirements, warranty rights nor other contract or statutory rights, such as the right to set off payments against other Government debt, as a part of the lease. The Government's acceptance of an assignment of a lease, does not waive any of the Government contract provisions.

4. MAINTENANCE AND INSTALLATION

- (1) Maintenance and installation, when applicable, are not included in the lease payments. The Ordering Agency will obtain installation and/or maintenance from the contractor or a designated authorized service provider.
- (2) When installation and/or maintenance are to be performed by the Contractor, the payments, terms and conditions will be as stated in this contract. Maintenance payments and terms and conditions during subsequent renewal periods of this lease will be those of the prevailing GSA Schedule contract in effect.

5. MONTHLY PAYMENTS

- (1) Prior to the placement of an order under this SIN, the Ordering Agency and the contractor must agree on a "base value" for the products to be leased. The base value will be the contract purchase price (less any discounts). For operating leases the residual value is independent of the purchase option price. The residual value will be used in the calculation of the original lease payment.
- (2) To determine the initial lease term payment, the contractor agrees to apply the negotiated lease factor to the agreed upon base value:

Examples: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

Or

The Contractor's most favored finance rate factor as agreed to during contract negotiations.

The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

Lease Rate Factors for the 1st Quarter of the initial Renewal Period (10/1/2007 through 12/31/2007) shall be as follows:

GSA LTOP (SIN 51-58)

<u>24 Month Term</u>	<u>36 Month Term</u>	<u>48 Month Term</u>	<u>60 Month Term</u>
No Plan	.03395	.02693	.02348

GSA Operation Lease (SIN 51-58a)

<u>24 Month Term</u>	<u>36 Month Term</u>	<u>48 Month Term</u>	<u>60 Month Term</u>
.04703	.03327	.02679	.02338

All Lease Rate factors shall be indexed to the average of U.S. Government Treasuries as of 10/1/2007, for notes of comparable term. Sharp reserves the right to adjust Rate factors on a calendar quarter basis although such adjustment or an accumulation of quarterly adjustment may be extended to a longer period.

- (3) The purchase option price will be based upon the unamortized principle of the product. The payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership. In the event the Government desires, at any time, to acquire title to equipment leased hereunder, the Government may make a one-time lump sum payment.

6. EXPIRATION OF LEASE TERM

- (1) Upon the expiration of the Lease Term, the Ordering Agency will:
 - a) Upon 30 day written notice, return the Equipment to the Contractor or -
 - b) Purchase the equipment at the fair market value of the equipment or;
 - c) Obtain requirements in accordance with FAR 8.4 (Ordering Procedures) by issuing a new request for quote.

Note: Customers are advised to see paragraph 15-18 for additional lease expiration provisions.

7. **ADDITIONS**

For the purpose of this solicitation the definition of an addition is defined as follows:

Additions: The addition of accessories features or other enhancements available for lease under this contract to an existing model (base unit) already installed. Additions shall not change the functionality of the installed equipment.

- (1) The ordering agency may require the contractor to modify existing leased equipment through order modifications, provided the modifications are customarily offered by the contractor for the equipment leased. The price of the modification will be mutually agreed upon by the ordering agency and the contractor. The ordering agency may pay for the modification at full price upon acceptance, or the modification price may be leased coterminous with the initial lease term. The contract lease interest rate in effect at the time of order of the modification will be used to calculate the monthly payment applicable to the modification. For Operating leases a residual value should be negotiated for the modification.

For example:

Lease to ownership

Price of the modification - \$1,000

Months remaining on the equipment lease - 19

Current contract lease factor at the time of the modification - 045 for 24 month lease, the term closest to remainder of lease.

Interest equivalent (i) for lease factor is 0.625% per month $[\text{rate}(N, -\text{pmt}, \text{Price}) / \text{rate}(24, -0.045, 1)]$

Modification Payment \$55.98 $[\text{PMT}(i, N, P) / \text{PMT}(.625\%, 19, 1000)]$

- (2) The Ordering Agency may affix or install any accessory, addition, equipment or device on the equipment ("additions") provided that such additions:
 - a. can be removed without causing material damage to the equipment;
 - b. do not reduce the value of the equipment; and
 - c. are obtained from or approved by the contractor, and are not subject to the interest of any third party other than the contractor.
- (3) Any other additions may not be installed without the contractor's prior written consent. At the end of the lease term, the Government shall remove any additions which:
 - a. were not leased from the contractor, and
 - b. are readily removable without causing material damage or impairment of the intended function, use, or value of the equipment, and restore the equipment to its original configuration.
- (4) Any additions, which are not removable, will become the contractor's property (lien free).
- (5) Payment may be modified based on the schedule price adjusted to reflect the actual period until the end of the lease term.
- (6) Should the Ordering Agency elect to replace equipment under the lease, a new FAR 8.4 competition is required. This does not preclude substitution for failure to perform. Ordering Agencies are advised that when making the decision to conduct a new competition, consideration must be given to the early termination of existing equipment and/or the financial considerations involved with the rollover of existing equipment should the current contractor prevail. Ordering Agencies are strongly advised to perform a cost benefit analysis in accordance with their agency procedures and policies with regard to rollovers.

8. **RISK OF LOSS OR DAMAGE**

The Government is relieved from all risk of loss or damage to the equipment during periods of transportation, installation, and during the entire time the equipment is in possession of the Government, except when loss or damage is due to the fault or negligence of the Government. The Government shall assume risk of loss or damage to the equipment during relocation unless the Contractor shall undertake such relocation.

9. **WARRANTY**

In accordance with Clause 552.246-73 under this contract, the contractor's warranty, as stated in the contractor's GSA Authorized Price List, is applicable to the lease.

10. EQUIPMENT PERFORMANCE

- (1) The equipment supplied must be in operational or repairable condition throughout the term of the lease.
 - a. Operational condition means the equipment is producing clear and clean copies, all mechanical accessories are operating as intended and in all respects the equipment is performing up to the standards in the manufacturer's specifications.
 - b. Repairable condition means that the equipment can be repaired by a qualified technician within the terms of the maintenance agreement. Additionally, all required replacement parts are available and the equipment down time does not exceed that specified in the maintenance agreement.
- (2) After a thirty (30) day notice and cure period, if the equipment continues to fail to be operational or repairable as defined above, the Ordering Agency may take those remedies available to it under either the contractor warranty provisions or default clause set forth in FAR 52.212-4(m). Such recourse will not be the basis for increasing the monthly payment or extending the term of the lease.
- (3) Maintenance and Support:
Preventive Maintenance: The contractor shall provide preventive maintenance at least equal to the commercial practice. Intervals between scheduled maintenance services shall be no greater than those provided to commercial customers for the same model of copier.

Response to Service Calls: At minimum, during normal working hours (as specified by the using activity), Monday through Friday (excluding holidays observed by the Government), the contractor shall respond to verbal or written requests for service calls. The contractor shall repair the copier within either nine (9) working hours or sixteen (16) working hours (as specified by the User Activity) after the verbal or written request for the service call. However, for copiers identified as critical, the contractor shall respond to verbal requests for service calls and shall repair the copier within four (4) working hours. Copiers designated critical will be identified by the ordering activity in the order and shall not exceed 5% of the total number of copiers on the order. The contractor's response time on a service call starts, when authorized personnel of an ordering activity place a verbal request to the contractor for a service call or a written request is received by the contractor requesting a service call, whichever is earlier.

Contractors are required to submit a contingency plan to maintain full and proper operation of copiers and to avoid extended delays for repair or replacement of copiers.

Repair and Maintenance Service: Offerors shall submit and include in their pricelist's, a list of Names, addresses, and phone number(s) of authorized representatives, responsible to the contractor, who may be contacted by ordering activities for repair and maintenance of equipment. Only those authorized representatives listed may render maintenance service, unless the list is subsequently modified by mutual agreement between the contractor and the Contracting Officer, to add or terminate authorized representatives.

11. TITLE

During the Lease Term, the equipment shall always remain the property of the contractor. The Government shall have no right or interest in the equipment except as provided in this leasing agreement and shall hold the equipment subject and subordinate to the rights of the contractor.

12. STATE AND LOCAL TAXES (52-229-1)

Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption.

See FAR clauses 52.229-1 State and Local Taxes; 52.229-3 Federal, State, and Local Taxes, which are incorporated by, reference.

13. EARLY TERMINATION CHARGES

Equipment leased under this agreement may be terminated at any time during a Government fiscal year by the Ordering Agency's Contracting Office responsible for the delivery order in accordance with FAR 52.212-4, paragraph (I) *Termination for the Government's Convenience*. The Termination Ceiling Charge is a limit on the amount that a contractor may claim from the Ordering Agency on the termination for convenience of a lease or failure to renew a lease prior to the end of the lease term for reasons other than those set forth in section 14, Termination for Non-Appropriation. Termination ceiling charges will apply for each year of the lease term (See FAR 17.1). The Ordering Agency and contractor shall establish a Termination Ceiling amount. The Contracting Officer shall insert the Termination Ceiling Charge for amount of the first year in the order and modify it for successive years upon availability of funds.

No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of cancellation. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value

the Ordering Agency received for the work performed at cancellation based upon the shorter lease term. No termination cost will be associated with the expiration of the lease term.

Formula 1: For Lease To Own (LTOP) SIN 51-58

Termination Fee = $\text{pmt}(i, n, P) * n - \text{sum of PMT} - \text{FMV}$

"P" = Schedule Price of equipment at time of order, inclusive of Ordering Agency negotiated price reductions should be considered.
"PMT" = Actual Monthly Payment paid on order to termination
"i" = Monthly Interest Rate applicable to the order
"n" = number of months from order to termination
"pmt" = Monthly payment corrected to actual lease term"
"FMV" = Fair Market Value of equipment if returned at termination. Unit price adjustments, residual or FMV values used to calculate operating leases, should not be considered

Formula 2: For Operating leases SIN 51 58a and 51 58b

Termination Fee = $\text{PV}(i, n, -\text{PMT})$

"PV" = Present Value
"i" = Interest rate per month, equal to the interest rate applicable to the calculation of the payment on the delivery order
"n" = Number of months remaining from termination date to the end of the lease term
"PMT" = Current monthly payment amount of the original payments through end of the lease

14. TERMINATION FOR NON-APPROPRIATION

The Ordering Agency reasonably believes that the bona fide need will exist for the entire lease term and corresponding funds in an amount sufficient to make all payment for the lease term will be available to the Ordering Agency. Therefore, it is unlikely that leases entered into under the SINs 51 58/Lease to Own (Copiers), 51 58a/Operating Lease (Copier), will be terminated prior to the full lease term. Nevertheless, the Ordering Agency's Contracting Officer may terminate or not renew leases at the end of any initial base period or renewal period under this paragraph if (a) it no longer has a bona fide need the equipment or functionally similar equipment; or (b) there is a continuing need, but adequate funds have not been appropriated to the ordering agency in an amount sufficient to continue to make the lease payments. If this occurs, the Ordering Agency will promptly notify the contractor and the equipment lease will be cancelled at the end of the last fiscal year for which funds were appropriated. The determination of the availability of funds is made solely by the Government.

15. LEASE EXTENSIONS

Extension of the present lease term is not permitted. Future copier requirements shall be procured in accordance with FAR 8.4, FSS Ordering Procedures.

16. LEASE EXPIRATIONS – SIN 51 58/LEASE TO OWN

Title to equipment installed under SIN 51 58 automatically transfers to the Government upon conclusion of the Lease Term Agreement.

17. LEASE EXPIRATIONS – SIN 51 58A/OPERATING LEASE

Extension of the present lease term is not permitted. Future copier requirements shall be procured in accordance with FAR 8.4 covering Ordering Procedures.

Unless notified by the Ordering Agency that the Government intends to exercise its option to purchase the equipment, the equipment, upon the expiration of the lease term, will be removed by the contractor at the earliest practicable time. The Ordering Agency is responsible for removal charges. Unless specified under the schedule contract, removal charges will be administered outside the scope of the contract.

The equipment shall be in the same condition as when delivered, with the exception of ordinary wear and tear. The contractor shall conduct a timely inspection of the returned products and within thirty (30) days of the return, assert a claim if the condition of the equipment exceeds normal wear and tear.

In the event the Ordering Agency desires, at any time, to acquire title to equipment leased hereunder, the price will be mutually agreed upon by the parties.

18. **RETURN OF EQUIPMENT**

The Government will provide written instructions for the removal of the equipment. The Ordering Agency is required to provide serial numbers and exact location of equipment for pick up.

Upon receipt of this notice the contractor shall remove the equipment within thirty (30) days or a mutually agreed date and time. The Ordering Agency is responsible for removal charges. Unless specified under the schedule contract, removal charges will be administered outside the scope of the contract.

The equipment shall be in the same condition as when delivered, with the exception of ordinary wear and tear. The contractor shall conduct a timely inspection of the returned products and within thirty (30) days of the return, assert a claim if the condition of the equipment exceeds normal wear and tear.

Equipment not removed by the contractor within thirty (30) days of the date of notification by the Order Agency shall be considered as abandoned and subject to such disposal as the Government may deem appropriate.